



BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW3

(WORKS COSTING LESS THAN Rs. 100 LAKHS)

Name of Work: - Drilling of Borewells and Providing pipelines at Ananthpura village, Doddabettahalli village and Chikkabettahalli village and surrounding areas ward no-03 of Yelahanka Sub Division

Estimate Cost: 100.00 Lakhs



BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNKD/E-PMT/03/2020-21

Office of the Executive Engineer,
Yelahanka Division, BBMP office,
Yelahanka Bangalore – 560 064
Dated : 24-07-2020

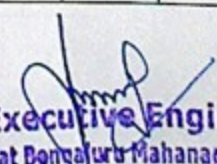
SHORT TERM TENDER NOTIFICATION (Through GOK e-Procurement Portal only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz <https://eproc.karnataka.gov.in>). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard tender document KW-1, KW-2, KW-3 & KW-4
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs1,00,000/- through e-payment under of the following i.e., online/RTGS /NEFT /OTC and the balance by bank guarantee issued by Nationalized / Scheduled Bank and shall have to be valid for 180 days beyond the validity of the tender)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on 10-08-2020 and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

SL. No	Ward No	Name of work	EST Cost (Rs. in Lakhs)	EMD in Rupees	Category	Period of Completion
		1st Call				
01	01	Developments of Roads and Drains at PDMS Premises (Police driving and Maintenance School) in ward No-01 of Yelahanka Sub division.	150.00	225000.00	-	180 days
02	02	Improvements to Roads and Drains at Kempegowda ward no-01 and Chowdeshwari ward no-02 of Yelahanka Sub division.	400.00	600000.00	-	180 days

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03	03	Improvement to Roads and Drains AMS layout and Muneshwara layout in ward no-03 of Yelahanka Satellite Town Sub Division.	200.00	300000.00	-	
04	04	Providing Children playing Equipment at near Allalasandra Lake in Ward No-03 Yelahanka Sub division.	100.00	150000.00	-	
05	04	Providing Street Lights in ward no 04 Yelahanka Satellite Town.	300.00	450000.00	-	
06	01	Development and Construction of Auditorium and Toilet at Yelahanka PU Collage in Ward No-01 of Yelahanka Sub division.	300.00	450000.00	-	
07	03	Drilling of Borewells and Providing pipelines at Ananthpura village, Doddabettahalli village and Chikkabettahalli village and surrounding areas ward no-03 of Yelahanka Sub Division	100.00	150000.00	-	
08	01	Providing Of Public Toilets in Kempegowda in ward no-01 of Yelahanka sub division.	10.00	25000.00	Other	
2nd Call						
09	01	Engaging tractor and labour for Emergency works in yelahanka old town and surrounding areas in kempegowda ward no -01 of yelahanka Sub division.	12.00	15000.00	SC	
10	01	Special Repairs to BBMP Revenue office Building in yelahanka old town in kempegowda ward no -01 of yelahanka Sub division.	8.00	20000.00	Other	
11	01	Drilling of borewells and pipe line at Basaveshwara nagara, shivanahalli , surabhi badavane , venkataala and lake view layout in kempegowda ward no -01 of yelahanka Sub division.	30.00	60000.00	Other	
12	02	Providing pot hole filling in chowdeshwri ward no -02 of yelahanka Sub division	20.00	25000.00	ST	
13	02	Maintenance of BBMP office Building in chowdeshwri ward no -02 of yelahanka Sub division .	10.00	25000.00	Other	
14	02	Engaging labour and tractor for Emergency work at village limit area in chowdeshwri ward no -02 of yelahanka Sub division.	12.00	15000.00	SC	
15	02	Providing Street Ornamental and sign boards in chowdeshwri ward no -02 of yelahanka Sub division	15.00	37500.00	Other	

16	03
17	03
18	04
19	04
20	04
21	04

Tender Pro
of the following
1. Credit Car
2. Direct Deb
3. National E
4. Remittance

Note: Eligibility &

- 1) Class IV
- 2) Class III
- 3) Class II
- 4) Class I
- 5) Class I

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Yelahanka

16	03	National Festivals celebration in ward no 03, Attur	5.00	12500.00	Other	180 days
17	03	Supplying of water through tankers Chikkabettahalli and surrounding areas in ward no:03	7.00	17500.00	Other	90 days
18	04	Providing necessary arrangements to to Kalyani for the immersion of Ganesha Idols ward no 04	8.00	20000.00	Other	180 days
19	04	Providing Grant in AID in National festivals in ward no:04	2.00	5000.00	Other	180 days
20	04	Providing painting work to existing kerb, medians and benches at main and cross roads of ward no 04 of Yelahanka Satellite town sub division.	15.00	18750.00	ST	90 days
21	04	Improvements to parks at Judicial layout in ward no 04 of yelahanka Satellite town sub division	25.00	50000.00	Other s	90 days

Tender Processing fee and EMD should be made in e-procurement portal only using any of the following four modes of e-payment

1. Credit Card
2. Direct Debit
3. National Electronic Fund Transfer (NEFT)
4. Remittance of the bank counter (OTC)

Note: Eligibility & Class of Contractors:

- 1) Class IV - Upto Rs 01.00 Lakh
- 2) Class III - Upto Rs 10.00 Lakhs
- 3) Class II - Upto Rs 25.00 Lakhs
- 4) Class I B - Upto Rs 100.00 Lakhs
- 5) Class I - Any amount

Calendar of events:

- Pre bid meeting will be held on 03-08-2020 at 15.00 hours in the office of the Executive Engineer (Yelahanka Division) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
- Date of Opening of Technical Bids and Financial Proposals is 12-08-2020 after 16:00 hours

ESSENTIAL CONDITIONS:

1. The Tender Notification along with Blank Tender Form will be accessible in the website of GOK e-Procurement Platform (<http://eproc.karnataka.gov.in>) website.
2. The interested contractors / suppliers may download the tender documents. The contractors may choose or otherwise attending the pre-bid meeting indicated in the Invitation for Tender.
3. Tender documents may be downloaded from Government of Karnataka e-Procurement website <http://eproc.karnataka.gov.in> under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website <https://eproc.karnataka.gov.in> or contact e-Procurement Helpdesk at 080 - 22485867 / 22485927.

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22. Successful Tenderer should deliver to the employer a security deposit equivalent 5% of the Contract price in form of DD / Bank Guarantee in favour of Commissioner BBMP otherwise action will be initiated as per Standard Bid document clauses.
23. An additional security for unbalanced bids (difference amount) in the form of DD/ Bank Guarantee to be submitted in favour of Commissioner BBMP to the undersigned before opening of the technical bid otherwise there bids will be rejected.
24. The Tender Accepting Authority shall have the power to accept or to reject any tender without assigning any reason thereof.
25. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST/VAT is included in other than 2018-19 schedule of Rates.
26. As per Government Circular No. CI 81 MMN 2014 Dt: 18.02.2014 & ಗಭೂವಾಡಿಸಿದ/ ಕಗರು/ರಾ.ಪ.ಕೋ/2013-14 ದಿನಾಂಕ: 13.03.2014 the contractors are liable to pay royalty in terms of the contract if they are not able to produce the materials purchased document / MDP's from where they purchase.
27. Black Listed Contractors / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
28. All the participants should produce all the original documents for verification whenever necessary.
29. The work shall be carried out as per the directions of the BBMP and if necessary in coordination with BESCO, BWSSB, Other Utility Agencies and Engineer in charge of Work.
30. No Joint Venture / Consortium is permissible.
31. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderers.
32. Conditional Tenders will not be entertained and they are summarily rejected.
33. Further particulars can be had from the office of the Executive Engineer, Yelahanka Division, and BBMP during the working days between 10.00 A.M. to 5.30 P.M.
34. The Construction Debris Generated from Work Shall be dumped in Designated Dumping Yards Only.
35. If the Contractor has any liability whatsoever to the BBMP / Govt the same will be deducted from the Contractors bills.
36. Bidder shall submit the bids electronically before the stipulated date and time for the submission published in e-procurement portal. No tenders can be submitted after the due date and time as the portal will not accept late tenders.
37. The contractor / supplier can modify and correct or upload any other relevant document in the portal before last date and time of submission on e-portal. No modifications or withdrawal of tender is possible the closing time of the submission of the tender.
38. In the event of the specified date of tender opening being declared a holiday for the tender inviting authority, the tenders will be opened the next immediate working day.
39. As per Commissioner inter Office Note No: D/Dgi/1629/18-19 Dated:18-08-2018. The Contractors to Implement/Entrusted the works in 3 shifts round the clock.
40. Bidders Should Submit the one set of Hard Copy with spiral Binding of all documents which are uploaded in the e-portal to this office before opening the technical bid. Otherwise their bid will be rejected.
41. The Bidder /Contractors should shall not Quote below the minimum labour rates prevailing @ the time of Tender Notification. If so they shall be provide the Rate Analyses for the same. (To be uploaded in e-procurement plat form).

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Yelahanka, Division

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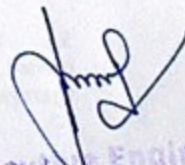
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$$\text{Assessed available tender capacity} = (A * N * 2.5 - B)$$

Where ;

A = Maximum value of works executed in any one year during the last five years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2019-20 price level, of existing commitments and on-going works to be completed during the next 6 Months.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.2 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

The Contractor should go through the Tender Document and submit the response Technical/commercial through e-procurement portal online after downloading the tender.

5. Amendment of Tender documents

- 5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.
- 5.2 Any addendum thus issued shall be part of the tender documents and shall be posted online in the e-procurement portal which Contractors should download.
- 5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders on line through e-procurement portal, in accordance with Sub-Clause 12.2 below.

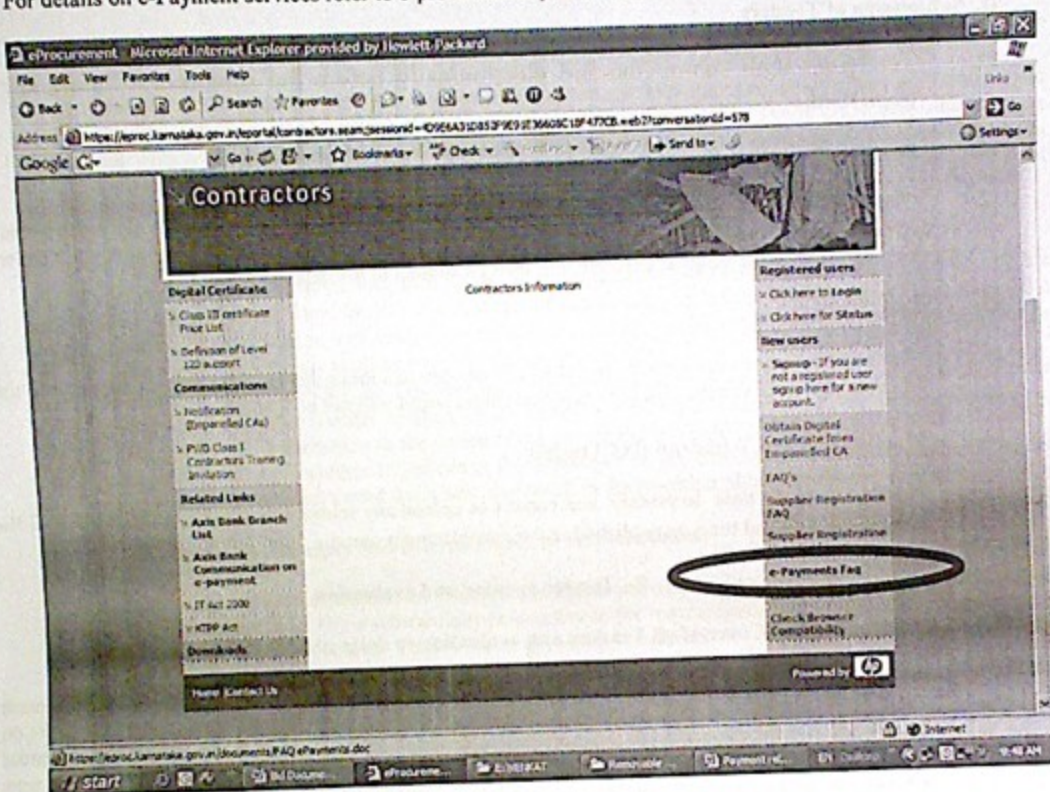
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The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at any nationalized banks

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

- EMD will be accepted only in the form of **electronic cash** will be maintained in the Govt.'s central pooling account any nationalized banks.
- The entire EMD amount for a particular tender has to be paid in a single transaction

For details on e-Payment services refer to e-procurement portal for more details on the process.



Refund of EMD

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c's of the supplier/contractor registered in the e-Procurement system.

- 9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.
- 9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.
- 9.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.
- 9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 9.6 The earnest money deposit may be forfeited:
 - (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
 - (b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or
 - (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - (i) sign the Agreement; or

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Executed by
Brahm Banthra, Managing Partner
Yalahaska, Division

16.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of Qualified Tenderers at the appointed time and date (as indicated in the e-Procurement Portal) in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

16.4 The Employer shall prepare minutes of the Second Cover Tender opening.

17. Process to be confidential

17.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

18 Clarification of Tenders

18.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

18.2 Subject to sub-clause 18.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

18.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

19. Examination of Tenders and determination of responsiveness

19.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been digitally signed; and; (b) is substantially responsive to the requirements of the Tender documents.

19.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

19.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20 Correction of errors

The Tenderer can do Modifications before submitting their bids online only.

21. Evaluation and comparison of Tenders

21.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 19.

21.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

21.4 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 25 be increased at the expense of the successful

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Yelahanka, Division

Engineer
Mahanagara Palike
Division

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer

[Attach copy]

Place of Registration

(Attach Copy)

Principal place of business:

1.2 Total value of works executed and payments received in the last five years (in Rs. Lakhs) (Attach Certificate from Chartered Accountant)

2014-15 _____
2015-16 _____
2016-17 _____
2017-18 _____
2018-19 _____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above. (Attach the certificate from the Engineer in charge not below the rank of Executive Engineer)

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above: (Attach the certificate from the Engineer in charge not below the rank of Executive Engineer)

Year	Name of Work	Name of Employer	Quantity of work performed (As per Clause 3.2 (C)				Remarks (Indicate contract reference)
			Earth work Excavation	WBM with grade-II & Grade-III Metal	Cement Concrete	Asphalting	
2014-15							
2015-16							
2016-17							
2017-18							
2018-19							

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works: (Attach the certificate from the Engineer in charge not below the rank of Executive Engineer)

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Issue of Notice to proceed with the work
(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 25.1 and signing of the contract agreement for the

**Drilling of Borewells and Providing pipelines at Ananthpura village,
Doddabettahalli village and Chikkabettahalli village and surrounding areas
ward no-03 of Yelahanka Sub Division**

at Tender Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of Signatory
authorized to sign on behalf of Employer)

Executive Engineer
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Yelahanka, Division

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Conditions of Contract

A. General

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 34 hereunder.

The Completion Date is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The Contractor's Tender is the completed Tender document submitted by the Contractor to the Employer.

The Contract price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects liability period is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The Site is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A Variation is an instruction given by the Employer which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

- 2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Tender

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- (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

12. Contractor's risks

- 12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

- 13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works

- 14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Intended Completion Date

- 15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

16. Safety

- 16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

- 17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

- 18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

- 19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

- 20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

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D . Cost Control

29. Bill of Quantities (BOQ)

- 29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

- 30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
- (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
 - (b) Omit any item of work;
 - (c) Change the character or quality or kind of any item of work;
 - (d) Change the levels, lines, positions and dimensions of any part of the work;
 - (e) Execute additional items of work of any kind necessary for the completion of the works; and
 - (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- 30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.
- 30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
- 30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 30 days failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further approval of Govt. has to be obtained for the variation exceeding 5%.

31. Payments for Variations

- 31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
- 31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
- 31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

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- 36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- 36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of Repairs:

- 37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

- 38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

- 39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

40. Final account

- 40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

41. As built drawings

- 41.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

- 42.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 42.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
 - (b) Deleted.
 - (c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) Deleted

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F. Special Conditions of Contract

Labour :

1.

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2.

Compliance with labour regulations :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.


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SECTION 7: SPECIFICATIONS

Enclosed Separately in eprocurement Portal

SECTION 8: DRAWINGS

Enclosed Separately in eprocurement Portal


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Reference

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Section 4

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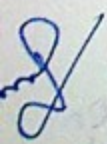
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Bruhat Bengaluru Mahanagara Palika
Division

20/04/21
20/05/21
20/06/21

SECTION-9 BILL OF QUANTITIES

BRUHAT BANGALORE MAHANAGARA PALIKE, YELAHANKA ZONE

Executive Engineer
Yelahanka Division
B.B.M.P. Bangalore - 64

SCHEDULE - B

Name of Work: "Drilling of borewells and providing pipelines at Ananthpura village Doddabettahalli village and Chikkabettahalli village and surrounding areas in ward no.03 Attur Satellite Town Sub Division"

Sl. No.	Description	Unit	Approved Quantity	Sanctioned Rates	
				In Figures	In Words
1	Geophysical investigation of site for sinking Borewell for supplying drinking water to the habitation either through the Hand pump, MWS of P.W.S.S by vertical electrical sounding by adopting Venner or Schlumberger's method, including reconnaissance survey of geological formation, Gerophysical investigation of existing Ground Water in the vicinity, its quality 1.0 meter in consolidated formation for proper seating of casing pipe, depth of drilling required to cover full depth of aquifer proposed to be tapped, probable yield and other information required including transportation of instrument and accessories to work site., engaging technical personal and labour required etc., as per Specification and direction (P.47, I. 9.4) PRED.SR 2019-20	Nos	10.00		
2	Sinking borewell of 165 mm dia clear using super fast hydraulic rig of capacity 250 PSIG & above CFM & above in all strats including over burden upto 20 mts fixing of casing pipes, collars and cap with necessary cutting, threading and welding including transportation of rig and supporting vehicles, crew charges and cost of consumables etc., complete including yield testing at the final depth with a minimum working of compressor for one hour (excluding coat of casing pipes, collars, cap etc.,) Page no. 46 / I. 9.1 PRED SR 2019-20				
	0-50.00mtr	Mtr	500.00		
	50-100.00mtr	Mtr	500.00		
	100-150.00mtr	Mtr	500.00		
	150-200.00mtr	Mtr	500.00		
	200-250.00mtr	Mtr	500.00		
	250-300.00mtr	Mtr	500.00		
	300 to 350 m	Mtr	200.00		

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3	Supply of ISI mark 175 mm nominal bore medium black ERW casing pipe of 5 mm thick black electric resistance continuous welded mild steel tube material conforming to IS 1387 / 1993 & manufactured from hot rolled steel skelp / stripes in random length of 4 to 7 mts both ends threaded confirming to IS 554 / 1985, one end fixed with a socket and the other and with a plastic protection end (including of all taxes) SE PRED III NO 84	Rmtr	700.00		
4	Providing and fixing in trenches galvanised / mild steel tubes (medium grade) 50mm dia nominal bore with all fittings (earth work in trenches to be measured and paid for separately) including cost of all materials, labour charges, HOM and testing complete as per specifications. Specification No.KBS 13.2.14 / 13.6 (P. No 92/ I. No. 13.15 KPWD SR 2018-19)	mtr	2680.00		
5	Providing 250mm dia PVC Pipe BWSSB SR 16-17 PNO 57 SL NO 11	mtr	120.00		
6	Providing 175mm dia ms casing cap page no III it no 85 pred 12-13 sr	no	10.00		
7	Supplying and drawing 3 core flat PVC sheathed submersible pump cable manufactured with electrolytic grade copper with flexible copper with low resistance conductor to confirming IS-8130-1984 and virgin grade PVC insulation and powder coating extruded PVC sheathed suitable for working voltage upto 1100Volts as per IS-694:1990. P. No. 7/ I No. (2.6.4) 3cx 6.0 Sqm KPWD Electrical SR 2019-20	Mtr	4640.00		
8	Atalanta, Suguna, CRI KIRLOSKER AND other equipment pumps 15.00 HP/11KW(30 Stage)P. No. XLII I No 43) (K.P.W.D SR 2018-19)	Nos	8.00		
9	Supplying, fixing, wiring, earth electrode for grounding conduits, I.C. cutouts and other equipment's on the meter board using 40mm dia 2.90mm thick GI pipe 2.5 mtr long buried in a pit ... The pit should be filled with equal proportion of salt and charcoal 150mm all-round the pipe to complete depth. The connection from the pipe to the conduit etc., is to be established through GI wire of size as per ISI specification 7.3.3. of IS 732 using 12mm dia bolts, nuts, washers and check nuts etc., the pipe shall have 16 through holes of 12 mm dia (P No.40, I No. 6.1) KPWD Electrical SR 2019-20	NO	8.00		
10	Supplying and Fixing 20"x20"x2.5"polished wood board made up not less than 15mm thick plank with front plank one end providing for olding at other end fixing the same to the valve using tapered bolts and nuts. (P No. 24 No.5.6.6 KPWD Electrical SR 2019-20)	Each	8.00		

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11	Supplying of 1.1 KV LT UG cable, EXTREDED INNER conductor PVC Insulated shethed, (2CX 10Sqm.mm wire SHEATHRD galvnised steel, stirp (no. of strip indicated i armoured) confirming IS 3975;1990(no. of strip indicated i GTP) AND extruded PVC outer sheathing armoured cable IS 1554 part 1;1998 and confirming to GTP of group.A.4 Core 16Sqm.mm.P No.40/ I No.6.4.4 (4 core 16 Sqmm) KPWD Electrical SR 2019-20	Mtr	240.00		
12	Labour charges for laying of 1.1 K.V class UG cable, in existing trench GI Pipe / stoneware pipe /on wall/on poles as required In existing trencg/duct 6 Sqmm to 16 Sqmm)P No. 41 / I No. 6.5.1 KPWD Electrical SR 2019-20	Mtr	200.00		
13	Supplying and fixing of procelin fuse channel with e on existing wooden / panel using necessary nuts, bolts and washers , 63 Amps (P No. 44 / I No. 5.7.3 KPWD Electrical SR 2019-20)	Each	8.00		
14	Providing and fixing in position 50mm nominal bore non-return valve horizontal type of approved make including cost of all materials, labour and HOM of equipments with all leads complete as per specifications (Page No 95 Item No. 13.62 / PWD SR 2018-19)	Nos	8.00		
15	Supplying and fixing maniaature circuit breakers on existing MCB Distribution boards using necessary fixing materials and 'C' Type curve, indicator ON/OFF, Energy cross -3 with short circuit breaking capacity of 10K And Completed wiring confirming to IEC 60898 50-63 Amps TPN (P. No. 27 I No.5.17.9) KPWD Electrical SR 2019-20	2	8.00		
16	Cutting of road surface for pipeline trenches and disposing of the excavated stuff as directed including barricading, danger lighting etc., in the Asphalt surface road including cost of materials, labour, HOM complete as per specifications. (P. No.269/ I No 37.38 PWD SR 2018-19)	Cum	470.16		
17	KSRB 2-2 : Earthwork excavation by manual means for foundation of buildings, water supply and sanitary lines and electrical conduits etc, either in pits or in trenches 1.5m and above in width, in soil not exceeding 1.5 m. in depth including dressing the bottom and sides of pits and trenches, stacking the excavated soil clear from edges of excavation with lead upto 50 m. including breaking of clods complete as per specifications. (P. No.6/ I No 2.3 PWD SR 2018-19)	Cum	2194.08		
18	Supplying PVC ring tight pipes conformin to IS 4980 :2000 With latest amendments and conveying to work site rolling and lowering into trenches laying true line level and prefect linking at joints testing and commisssoning incuding loading and un loading at both destinations and cuts of pipes wherever neccessary including joints of PVC pipes and specificals (excluding cost of pipes)with jointing of approval type with all labour with all lead and lift incuding encasing the pipe alround to adepth of not less then 15cms with soft gravel or selected earth available from the excavation etc..., completed and giving necessary hydraulic test to the required pressure as per IS (Contractor will make his own arrangement for procuring water for testing)(P. No.133 I No 1.4 BWSSB SR 2018-19) 63mm outer dla, 6kg/sqcm & class 5	Mtr	5224.00		
19	Refilling available earth around pipe lines, cables in layers not exceeding 20cms in depth, compacting each deposited layer by ramming after watering with lead upto 50m. and lift upto 1.5 m. includingcost of all labour complete as per specifications. P. No. 7.1/ I No. (2.11) KPWD SR 2018-19	Cum	2194.08		

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20	KSRRB M400-17. Providing, laying, spreading and compacting crushed stone aggregates of granite / trap / basalt to wet mix macadam specifications including pre mixing the material with water at OMC in mechanical mix plant carriage of mixed materials by tipper to site, laying in uniform layers with paver in sub-base/base course on well prepared surface and compacting with vibratory roller to achieve the desired density complete as per specifications(P.No-155,I No-20 18 of PWD BCSR 2018-19)	Cum	720.91		
21	Supplying fully automatic star-delta starter unit push button type with suitable wires, 3 contactors, one adjustable thermal timer mounted on a common base plate held in steel enclosure for use on 400/440 volts 3 phase and wired after fixing to the existing wooden board for motor Above 12.5 HP upto 25 HP (P No. 24 / I No 5.2.2 KPWD Electrical SR 2019-20)	Nos	8.00		

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: Executive Engineer,
Yelahanka Division Bangalore-64

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute

Drilling of Borewells and Providing pipelines at Ananthpura village, Doddabettahalli village and Chikkabettahalli village and surrounding areas ward no-03 of Yelahanka Sub Division

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract,

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ Rupees _____, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

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